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For Services Relating to

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TERMS AND CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document, the Company shall be deemed to have accepted the Terms and Conditions set forth in such other document(s) as may be attached to or incorporated by reference into the document.

1. Definitions.

- (a) "Company" shall mean H.W. St. John and Company as is appropriate in the circumstances.
- (b) "Customer" shall mean the person for which the Company is rendering services, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, consignees, etc. It is the responsibility of the Customer to ensure that the information provided is accurate and complete.
- (c) "Documentation" shall mean all information received directly or indirectly from the Customer.
- (d) Ocean Transportation Intermediaries ("OTI") shall include an "ocean freight broker" or "ocean freight forwarder" as defined in the International Maritime Rules of Practice.
- (e) "Third parties" shall include, but not be limited to, the following: "carrier", "consignee", "warehousemen" and others to which the goods are entrusted for transportation.

2. Company As Agent.

The Company acts as the "agent" of the Customer for the purpose of providing services, the securing of export licenses, the filing of export and security documents, and the issuance of bills of lading. As to all other services, the Company acts as an independent contractor.

3. Limitation of Actions.

- (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
- (b) All suits against Company must be filed and properly served on Company as follows:

